

AMENDMENT TO LEASE

This Agreement made and entered into this 14th day of December, 1965 by and between COUNTY OF NAPA, a political subdivision of the State of California, hereinafter called "County", and BERRYESSA MARINA RESORT, INCORPORATED, hereinafter called "Concessioner",

W I T N E S S E T H:

THAT WHEREAS, on March 10, 1959, County and Concessioner made and entered into an agreement relating to the operation by Concessioner of "Area G" as shown upon the Public Use Plan for Lake Berryessa Area, under the authority of that certain agreement between the United States of America and County of Napa entitled "Management Agreement with Napa County for Lake Berryessa (Monticello Reservoir) Area", dated July 31, 1958; and

WHEREAS, the parties thereto modified said Agreement of March 10, 1959 by an Agreement in writing dated November 19, 1962; and

WHEREAS, the parties hereto by mutual agreement desire to further modify said Agreements dated March 10, 1959 and said Agreement dated November 19, 1962 by this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises, and for further and additional consideration, the receipt and adequacy of which is acknowledged by each of the parties hereto, it is mutually agreed:

1. GENERAL: That said Agreements dated March 10, 1959, and November 19, 1962 shall remain in full force and effect, except in such particulars as the same may be modified by this agreement and by the agreement between the United States of America and County of Napa dated January 17, 1962, a copy of which is attached to said modification agreement dated November 19, 1962.

2. AREA: That the area boundaries of "Concession Area G" as shown upon said Public Use Plan are by mutual agreement modified to include all that certain real property situate, lying and being in the County of Napa, State of California, bounded and described as follows, to wit:

Beginning at a point on the line of the County Road known as the "Berryessa-Knoxville Road" which bears South 89 degrees 54 minutes East and 1491.1 feet distant from post L.P. 10 of the Rancho Las Putas as shown on the Plat of said Rancho, filed September 24, 1867 in the Office

of the County Recorder, Napa County, California, said point of beginning also bears South 62 degrees 07 minutes East and 100.00 feet distant from Engineers Station 187 & 26.87 p.o.t, of Section A, as shown on highway plans entitled "County of Napa, State of California, Berryessa Valley Project, Relocation of County Highways, Section A: From Pope Canyon Road Southeasterly to State Highway Route 102" thence from said point of beginning along the eastern right of way line of said County Road South 27 degrees 53 minutes West 182.11 feet; thence North 62 degrees 07 minutes West, 30.00 feet; thence from a tangent which bears South 27 degrees 53 minutes West on a curve to the left having a radius of 430.00 feet through a central angle of 53 degrees 51 minutes for a distance of 404.14 feet; thence North 64 degrees 02 minutes East, 464.53 feet; thence South 64 degrees 02 minutes West, 30.00 feet; thence from a tangent which bears South 25 degrees 58 minutes East on a curve to the right having a radius of 410.00 feet through a central angle of 58 degrees 29 minutes for a distance of 418.50 feet; thence North 57 degrees 29 minutes West, 10.00 feet; thence South 32 degrees 31 minutes West, 178.31 feet; thence South 57 degrees 29 minutes East, 10.00 feet; thence from a tangent which bears South 32 degrees 31 minutes West on a curve to the left having a radius of 190.00 feet through a central angle 127 degrees 31 minutes for a distance of 422.86 feet; thence North 85 degrees 00 minutes East, 314.57 feet; thence North 5 degrees 00 minutes West, 40.00 feet; thence North 85 degrees 00 minutes East, 487.34 feet; thence on a curve to the right having a radius of 400 feet through a central angle of 59 degrees 04 minutes for a distance of 412.36 feet; thence South 35 degrees 56 minutes East, 110.45 feet; thence on a curve to the left having a radius of 150.00 feet through a central angle of 46 degrees 49 minutes for a distance of 122.57 feet; thence South 7 degrees 15 minutes West, 50.00 feet; thence South 82 degrees 45 minutes East, 300.52 feet; thence on a curve to the right having a radius of 450.00 feet through a central angle of 32 degrees 02 minutes for a distance of 251.59 feet; thence North 39 degrees 17 minutes East, 10.00 feet; thence South 50 degrees 43 minutes East, 264.37 feet; thence North 39 degrees 17 minutes East, 20.00 feet; thence South 50 degrees 43 minutes East, 128.80 feet; thence South 39 degrees 17 minutes West, 30.00 feet; thence from a tangent which bears South 50 degrees 43 minutes East on a curve to the right having a radius of 550.00 feet through a central angle of 25 degrees 51 minutes for a distance of 248.14 feet thence South 24 degrees 52 minutes East, 545.69 feet; thence North 65 degrees 08 minutes East, 10.00 feet; thence South 24 degrees 52 minutes East, 99.72 feet; thence on a curve to the right having a radius of 560.00 feet through a central angle of 15 degrees 49 minutes for a distance of 154.59 feet; thence South 9 degrees 03 minutes East, 482.71 feet; thence North 80 degrees 57 minutes East, 20.00 feet; thence from a tangent which bears South 9 degrees 03 minutes east on a curve to the left having a radius of 420.00 feet through a central angle of 36 degrees 50 minutes for a distance of 270.00 feet to the center line of a draw; thence, leaving said eastern right of way line, along the centerline of said draw North 76 degrees 40 minutes East 580.00 feet; thence North 81 degrees 30 minutes East, 1260.00 feet to the centerline of a creek; thence North 11 degrees 10 minutes East, 900.00 feet; thence North 56 degrees 30 minutes West, 1470.00 feet to a point in a saddle between two hills; thence North 37 degrees 40 minutes West, 1790.00 feet to the centerline of Smittle Creek; thence along said centerline of Smittle Creek North 55 degrees 00 minutes East, 280.00 feet; thence North 4 degrees 45 minutes West, 320.00 feet; thence South 80 degrees 40 minutes East, 460.00 feet; thence North 28 degrees 40 minutes East, 730.00 feet; thence, leaving the centerline of Smittle Creek, North 69 degrees 40 minutes West, 1190.00 feet; thence North 48 degrees 50 minutes West 1530.00 feet; thence South 64 degrees 50 minutes West, 1840.00 feet to the aforesaid eastern right of way line of the County Road; thence along said eastern line from a tangent that bears South 25 degrees 10 minutes East on a curve to the left with a radius of 880.00 feet through a central angle of 9 degrees 53 minutes for a distance of 151.80 feet; thence South 54

degrees 57 minutes West, 70.00 feet; thence South 35 degrees 03 minutes East 419.77 feet; thence on a curve to the right having a radius of 450.00 feet through a central angle of 62 degrees 56 minutes for a distance of 494.28 feet; thence South 62 degrees 07 minutes East, 50.00 feet; thence South 27 degrees 53 minutes West, 128.00 feet to the point of beginning.

Containing 117.8 acres of land, more or less above elevation 440 USGS datum.

3. ADDITIONAL IMPROVEMENTS: Concessioner agrees to construct or cause to be constructed within said "Area G" substantially in accordance with said Public Use Plan and the "Layout Sketch for Transient Camper Area in proposed extension of Franchise Area G (Berryessa Marina) Lake Berryessa" prepared by Edward P. Bullard, Supervisory Park Planner, National Park Service, dated October, 1965, a copy of which is hereto attached marked "Exh. A", the following additional improvements, in the calendar year 1966;

- (a) 60 trailer and camp facilities in accordance with plates showing the layouts and barrier placements therefor attached hereto marked "Exhibit B".
- (b) Construct a utility building with sufficient toilets and showers to accommodate said trailer and camp facilities in accordance with standards currently in effect at the time of construction contained in the California State Housing Act.
- (c) Construct an entrance building at the entrance to the aforesaid trailer and camp facility in accordance with a plan to be submitted by Concessioner to the Park Director prior to construction for written approval.

- (d) Provide adequate water and sewage facilities to the campsites in accordance with a plan to be submitted by Concessioner to the Park Director prior to construction for written approval.
- (e) Construct and maintain all roads shown upon the attached Layout Sketch (Exhibit A) in accordance with plans and specifications to be submitted by Concessioner to the Park Director prior to construction for written approval.

4. USE OF AREA: It is agreed that the primary purpose of developing the additional area covered by this agreement is to provide an area for use of Transient Travel Trailers, "Piggy Back" Trailers, Campers, and Tent Campers; the area shall be maintained by Concessioner for such use at least four months of the year during the summer season in each year of the Concession Agreement. Concessioner agrees not to permit any user of the aforesaid facilities to occupy a camp space for more than fourteen consecutive days in any calendar year.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first hereinabove written.

COUNTY OF NAPA, a political subdivision of the
State of California

By _____
Chairman of the Board of Supervisor of the
County of Napa, State of California

Attest:

County Clerk of the County of Napa Ex-officio
Clerk of said Board of Supervisors

BERRYESSA MARINA RESORT, INC.
a California Corporation

By _____

By _____

RESOLUTION NO. 75-88

RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF NAPA, STATE OF CALIFORNIA
CONFIRMING AND RATIFYING THE TRANSFER OF
CERTAIN CONCESSIONAIRE INTERESTS INVOLVING
BERRYESSA MARINA RESORT, Lake Berryessa,
NAPA COUNTY, CALIFORNIA

WHEREAS, the Board of Supervisors of the County of Napa, State of California, did, on March 10, 1959, enter into a concession agreement with Berryessa Marina Resort, Incorporated, a California corporation, said agreement relating to certain concession activities to be conducted at Berryessa Marina, Lake Berryessa, Napa County, California; and

WHEREAS, said agreement has from time to time been amended by mutual agreement of the parties, by writings dated November 19, 1962 and December 14, 1965; and

WHEREAS, this Board of Supervisors was requested to consent to an assignment of the aforesaid concession agreement as amended, from Berryessa Marina Resort, Incorporated, to Berryessa Marina Resort, a limited partnership; and

WHEREAS, the Board of Supervisors did previously indicate its consent to such assignment, as reflected in the minutes of their meeting of December 14, 1965, no formal resolution acknowledging and consenting to such assignment was then executed by this Board of Supervisors; and

WHEREAS, the present operators of the concession facilities at Lake Berryessa Marina, to wit, Berryessa Marina Resort, a limited partnership, has requested that this board formalize its consent to such assignment by the adoption of a resolution of this board;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Napa, State of California, that this board does consent to, and does herewith confirm and ratify, the action of this Board of Supervisors taken on December 14, 1965, in consenting to the assignment of the concession agreement from Berryessa Marina Resort, Incorporated, a California corporation, to Berryessa Marina Resort, a limited partnership.

BE IT FURTHER RESOLVED that in expressing this consent this Board of Supervisors is neither confirming the legal sufficiency of any assignment as between Berryessa Marina Resort, Incorporated, and Berryessa Marina Resort, a limited partnership, nor the underlying consideration therefor, either as to the parties to that assignment nor as to any third party who might have an interest or otherwise be involved therein, it being the intention of this Board of Supervisors simply to ratify the earlier actions of the Board of Supervisors of the County of Napa, without further warranty or representation thereto, and without otherwise modifying or altering the terms, conditions and performances required of the concessionaire under the terms of the basic agreement of March 10, 1959, as amended.

BE IT FURTHER RESOLVED that this consent to the assignment was, at the time of the action of the Board of Supervisors on December 14, 1969, and still is, conditioned upon the consent of the general and limited partners of Berryessa Marina Resort, a limited partnership, to the following:

(a) Berryessa Marina Resort, a limited partnership, assumes all of the covenants and agreements to be performed by Berryessa Marina Resort, Incorporated, under the terms of the aforementioned concession agreement, as amended, and said limited partnership further agrees to be bound by all of the terms, covenants, and agreements contained in the concession agreement of March 10, 1959, as amended.

(b) The limited partnership agrees that all notices and any legal process, including summons and complaint, may hereafter be served upon the partnership, and each of the partners individually, by personal service of the same upon the president, vice-president, or secretary of Lake Berryessa Managers, Inc., a California corporation, said corporation being the general partner of Berryessa Marina Resort, a limited partnership, and said corporate general partner being located at 2424 K Street, Sacramento, California, or in the alternative by deposit of the same in the United States mail, certified mail, postage prepaid, at the above address.

The foregoing resolution was regularly adopted by the Board of

Supervisors of the County of Napa, State of California, at a regular meeting
of said Board held on the 3rd day of June, 1975, by the following vote:

AYES: SUPERVISORS MARTZ, TUTEUR, CHAPMAN, NORRISS AND SINMS

NOES: SUPERVISORS NONE

ABSENT: SUPERVISORS NONE

ATTEST:

FLORENCE W. CUNNY, County Clerk

By _____
Clerk of the Board